

the purchase of the Kawaihae premises was made with the son's money, and thus to establish an equitable trust. But the son admits that he did not know that his father had conveyed the land to him until a month after the deed was made; and the father testifies that the person who drafted the deed, W. C. Achi (later an attorney of the Court), did not know that the purchase

The purchaser for value. But to this is added the consideration of the grantor's great affection for his son. The reservation of a life residence on the premises to the father is inconsistent with a bona fide sale for value. And the trifling consideration of ten dollars for property for which \$350 had been paid is evidential of fraud.

The attempt was made to show that

We approve the conclusion drawn by the Court below, to wit, that Section 112 is not intended to and does not limit the definition of Government beneficiaries set forth in the first section of the Act, but only specifies upon whom the service of process shall be made in particular cases therein enumerated, and the maxim of *expressio unius est exclusio alterius* is not applicable. Therefore, if the defendant Wright was a Government beneficiary, and Clay at

Honolulu, deceased, to present the same to the undersigned within six months from the date of the publication of this notice, or they will be forever barred.

ELIZABETH BOURNE WATERHOUSE, Executor of the will of John Thomas Waterhouse, Jr.
Honolulu, April 7, 1896.
4272-3t 1749-4w

NOTICE.

ALL PERSONS NOT HAVING business to transact with the Humnula Sheep Station Company are forbidden to travel over the road or trails on the lands controlled by said company without previously obtaining permission.

Dogs found on the land will be destroyed, and no bands of animals be allowed to pass over the roads.

HUMNULA SHEEP STATION COMPANY
August 29, 1904.

feet, set forth in deed of H. N. Cassio and
W. A. Bowen to said Kealina, recorded in
Liber 94, on page 397.

EDUARD FURSTENAU, Mortgagee.
Terms: Cash. Deeds at expense of
purchaser.

For further particulars, apply to
J. M. MONSARRAT,
Attorney for Mortgagee.
Dated Honolulu, April 24th, 1896.

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